

Exhibit A

To: Adam Bonin  
From: Del Ali  
Re: Status Rpt  
5 pages total

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6 Attorneys for Plaintiffs

7 Kos Media and Markos Moulitsas Zúniga

8 AND

9 DELAIR D. ALI, *in pro per*

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10 Bethesda, MD 20817

Defendant

12 UNITED STATES DISTRICT COURT

13 NORTHERN DISTRICT OF CALIFORNIA

14 SAN FRANCISCO DIVISION

15 KOS MEDIA, LLC and  
16 MARKOS MOULITSAS ZÚNIGA,

17 PLAINTIFFS,

18 VS.

19 RESEARCH 2000 AND DELAIR D. ALI,

21 DEFENDANTS.

Case No.: 3:10-cv-02894 MEJ-

JOINT STATUS REPORT

CMC Hearing Date: June 09, 2011

Time: 10:00 AM

Courtroom: B

Complaint filed June 30, 2010.

26 Plaintiffs Kos Media, LLC and MARKOS MOULITSAS ZÚNIGA (Plaintiffs),  
27 and Defendant Delair D. Ali, *in pro per*, respectfully submit this Status Report  
28 regarding the parties' prospective settlement.

## **BACKGROUND**

### **1) The Parties**

Plaintiff Kos Media LLC ("Kos Media") is based in Berkeley California. It owns and operates the DailyKos (<http://www.dailykos.com>), the largest progressive community blog in the United States. Markos Moulitsas Zúniga is the founder, publisher, and sole owner of Kos Media. Defendant Research 2000 is a polling firm based in Olney, Maryland. Delair D. Ali ("Ali") is the owner and CEO of Research 2000.

### **2) The Complaint**

As part of its role as a news organization, Kos Media commissioned a number of polls from Research 2000, beginning in September 2007. Kos Media and Research 2000, through Moulitsas and Ali, entered into a series of agreements through which Kos Media would pay Research 2000 for political polling performed based on certain professional standards, including requirements for the number of individuals surveyed for each poll. Defendants breached their agreement with Kos Media by failing to perform the polls which they were contracted to provide, instead falsifying the data provided to the Kos Media.

The Complaint sets forth the following causes of action: 1) Breach of Contract; 2) Unfair Business Practices under Cal. Bus. & Prof. Code §§ 17200 et seq.; 3) Breach of Implied Warranty; 4) Intentional Misrepresentation; 5) Negligent Misrepresentation; 6) Constructive Fraud; and 7) Conversion.

### **3) Procedural History**

Plaintiffs filed suit on June 30, 2011. The Complaint was timely served on Defendants. On behalf of himself, and Research 2000, Ali signed a waiver of service on or about August 05, 2010. In the cover letter returning the waiver of service, Ali's

1 counsel stated that they would file a responsive pleading on or before September 07,  
2 2010.

3 The parties made progress toward a settlement, and reached a general  
4 understanding before Defendants' responsive pleading was due. Plaintiffs notified the  
5 Court of the pending settlement. On September 09, 2010, the deadline for filing a  
6 responsive pleading was extended by Court Order and pursuant to stipulation. (Doc.  
7 No. 9.) The settlement agreement was signed by the parties.

8 The matter was set for a Case Management Conference for December 02,  
9 2010. (*Id.*) The Case Management Conference was continued to January 13, 2011  
10 pursuant to stipulation and Court Order. (Doc. No. 11.) On December 21, 2010  
11 counsel for Defendants moved to withdraw from the case. (Doc. No. 12.) That  
12 Motion was granted on January 06, 2011, leaving Defendants unrepresented by  
13 counsel. (Doc. No. 16.) The Case Management Conference was continued to March  
14 10, 2011. (Doc. No. 18.)

15 In lieu of the Case Management Conference on March 10, 2011, the Court  
16 issued an Order continuing the Case Management Conference to April 28, 2011. (Doc.  
17 No. 22.) The Court also entered an Order requiring that Research 2000 procure  
18 counsel. (Doc. No. 22.) Also on April 28, 2011, the Court ordered the parties to file  
19 the instant joint Status Report. (*Id.*)

20

21

### STATUS

22 Research 2000 failed to procure counsel. Because Research 2000 was not able  
23 to procure counsel, the Court entered default as to Research 2000 on May 19, 2011  
24 pursuant to Civil Local Rule 3-9(b). (Doc. No. 25.) Plaintiffs have not yet moved for  
25 entry of default Judgment due to the Rule against piecemeal judgments. *See* Fed. R.  
26 Civ. P. 54(b).

27 With respect to Defendant Delair Ali, he sent a payment of \$9,000 to Plaintiffs'  
28 counsel on or about April 12, 2011. Plaintiffs characterize this payment as progress.

1 Mr. Ali sent an additional significant payment on June 1, 2011, and is endeavoring to  
2 make further significant payment by June 15, 2011 in an effort to improve compliance  
3 with the agreed-upon terms.

4 This Court's last Order, and all previous Court Orders, were timely served on  
5 Defendants.

6  
7 **RECOMMENDATION**

8 In view of these facts, the parties respectfully submit that the Case Management  
9 Conference be continued for 30 days to allow time for the above described payment of  
10 June 1, 2011, to clear and to allow time for Plaintiff to make additional payments. If  
11 the payment does not clear, or if a substantial payment is not made within 30 days in  
12 addition to the above described payment, Plaintiffs shall move for entry of default as  
13 to Ali.

14 Date: May 13, 2011

15  
16  
17 By: 

18 Delair Ali, *in pro se*  
19 10027 Sinnott Drive  
Bethesda, MD 20814

20 Date: \_\_\_\_\_, 2011

21 COZEN O'CONNOR

22  
23 By: /S/-

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